

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00FD/MNR/2026/0033
Property	17 Byfield Road, Scunthorpe, DN17 1RW
Tenant	Ms. Natalia Wajszczuk
Tenant's Representative	N/A
Landlord	Rosanna Grimbleby
Landlord's Address	Woodside Cottage, 1 Moor Road, Scunthorpe, DN17 2BS
Landlord's Representative	N/A
Date of Application	19th January 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Hefin Lewis FRICS – Valuer Chair Julie Chisholm– Tribunal Member
Date of Decision	6th August 2026
Rent Determined	£600.00 per calendar month
Date the new rent takes effect	22nd January 2026

REASONS FOR THE DECISION

Background

1. On 11th December 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £650 per calendar month (pcm) in place of the existing rent of £550 pcm to take effect from 22nd January 2026.
2. By email dated 19th January 2026 under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 22nd October 2021 for a term of 6 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. £0

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. None

Inspection/Hearing

8. In addition to evidence presented, the applicant also requested an inspection be carried out by the Tribunal panel to 'fully illustrate the smells and temperature within the property'.
9. This was considered by the Tribunal legal officer who concluded that the evidence and photographs are sufficient to allow the Tribunal a clear view of the condition

of the property in relation to the determination of rent. Accordingly, no inspection was carried out.

10. Neither party requested an oral hearing. The Tribunal has considered this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Tribunal relies on the images and description provided by the parties. It is understood that the subject property is a semi-detached dormer style house with accommodation arranged over two floors and briefly comprising:

Ground Floor: hall. Living room, kitchen.

First Floor: Landing, three bedrooms, bathroom with w/c.

Outside: detached garage, driveway parking, gardens to front and rear.

The Property is situated in an established residential area within reasonable distance of general amenities and transport links.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

13. The Tenant raised a number of condition issues at the property which are summarised as follows:
 - 13.1 Damp and resultant mould (since 2022).
 - 13.2 Plumbing leaks to the bathroom (2023 but ongoing).
 - 13.3 Flood to kitchen (2025) with resultant damage to units. Persistent leaks.
 - 13.4 Damage to decorations as a result of water leaks.
 - 13.5 Broken door hinge.
 - 13.6 Damaged light fitting.
 - 13.7 Misted or failed double glazing units.
 - 13.8 Heating – poor temperature control.
 - 13.9 Gas boiler – No gas safety certificate.
 - 13.10 Health and Safety implications.
 - 13.11 Garage door locking mechanism broken (2025).
 - 13.12 Disconnected rainwater down-pipe
14. In addition, the tenant referred to a draft report from an Environmental Health officer confirming the defects identified above and to other compliance matters.

15. In terms of rental evidence, the Tenant did not provide any comparable evidence in support of her application.

The Landlord

16. The Landlord in response maintained that all outstanding repairs were completed.
17. In support of the proposed rental increase, the landlord maintains that similar properties are available at £725.00 pcm. The asking price is therefore below market expectations. This is the first rent increase in 4 years. However, in common with the tenant, the Landlord did not provide any evidence to support the rent increase.

Determination and Valuation

18. The Tribunal first considered the condition issues raised by the tenant. These were highlighted in the statement of case and evidenced by a series of photographs.
19. The Tribunal notes that an Environmental Health officer identified a number of category 2 Hazards consistent with the repair issues raised by the tenant. A copy of the draft report from North Lincolnshire Council is attached to the tenant's application. The Landlord was notified and required to complete the necessary repairs by 20th February 2026. The Landlord in reply dated 12th March 2026 asserts that "all works as detailed have been completed". The tenant confirms that a re-inspection of the property was undertaken by an Environmental health officer on 13th March 2026. The inspection revealed that many of the original highlighted defects persist and that completed repairs were done incorrectly. In the Rents 1B reply form, the tenant confirms that she is still awaiting the report. The Tribunal concludes that, on the balance of probability, these defects still exist at the property.
20. The absence of a gas safety certificate is a criminal breach of the Gas Safety Regulations 1998. Whilst the tenant maintains that the landlord has never provided a Gas Safety Certificate, there is no evidence before this Tribunal whether a certificate exists or not. Notwithstanding, compliance with gas safety rules is legally separate from the rent adjustment mechanism. Accordingly, the lack of a certificate does not automatically invalidate a rent increase process under Section 13(2) of the Housing Act 1988.
21. Neither the Landlord nor Tenant provided any comparable evidence to assist the Tribunal in its determination.

22. Using its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £750.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.

From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) Defects to services including plumbing, heating and electrical faults. (10%)
- b) Damp and mould impacting upon decorations. (5%)
- c) Neglected management (5%)

The full valuation is shown below:

Starting Rent		£750.00 pcm
<u>Less</u>		
a) Items given under a) above	£75.00	
b) Items given under b) above	£37.50	
c) Items given under c) above	£37.50	<u>£ 150.00</u>
Market rent		£600.00 pcm

Undue hardship

23. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.
24. No issue of hardship is raised by the tenant and accordingly the Tribunal sets the starting date for the new rent as at the date specified in the rent increase notice being 22nd January 2026.

Decision

25. The Tribunal determines the market rent at £600.00 per calendar month with effect from 22nd January 2026.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.